

ATTACHMENT J.1

APPENDIX A

ADVANCE UNDERSTANDINGS ON HUMAN RESOURCES

Applicable to the Operation of
Fermi National Accelerator Laboratory

Contract No. DE-AC02-07CH11359

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FERMI NATIONAL ACCELERATOR LABORATORY

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SECTION I - INTRODUCTION

- (a) This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor's Human Resources Management (CHRM) programs and other items of allowable personnel costs and related expenses not specifically addressed elsewhere under this contract.
- (b) The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this Contract. Any changes to the personnel policies or practices in place as of the effective date of this contract which would increase costs, is subject to approval in advance by the Contracting Officer. Any programs or policies initiated for corporate application, permanently or for a finite period, that will impact staffing levels or compensation costs (i.e., furloughs or salary cuts) will not be applicable to Laboratory employees or employees otherwise funded through this contract, without prior approval of the Contracting Officer.
- (c) The Laboratory's programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all Human Resources programs. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR as well as to ensure that the cost limitation set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.
- (d) This Appendix A may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Appendix A be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by executing modification to the prime contract.
- (e) The Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.
- (f) The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.
- (g) It is understood that no provision of this Appendix can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

SECTION II - RESERVED

SECTION III-COMPENSATION

(a) Salary Increases.

(1) RESERVED

(2) RESERVED

(3) An administrative stipend may be paid to an employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee's regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Laboratory Director, or designee, may authorize an administrative stipend up to 15 % of the appointee's annual base salary for a period not to exceed one year. Thereafter, extension of all stipends shall be reviewed by the Laboratory Director, or designee, on an annual basis and may be authorized as necessary and appropriate. All stipends shall be reported annually to the Contracting Officer by November 15.

(4) Notwithstanding any other term or condition set forth in this Contract, the Contracting Officer's approval of compensation actions pursuant to H.21 will consider:

- A. relative alignment of proposed salaries with subordinate levels;
- B. available market data, comparing total-cash compensation;
- C. total compensation relative to the maximum compensation reimbursement level, per the Bipartisan Budget Act of 2013 (BBA), Section 702, *Limitation of Allowable Government Contractor Compensation Costs*.

(b) Compensation Increase Plan (CIP)

(1) The Contractor shall submit the CIP proposal by August 1 of each year.

(2) In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of April 1, the midpoint of the fiscal year.

(3) The CIP shall be expressed as a percentage of the projected September 30th reimbursed salary base payroll.

(c) Payment of Joint Appointees.

Joint Appointees shall be paid at the salary and fringe benefit rates established by the home institution, for the percentage of time worked at the host institution ..

SECTION IV - ANCILLARY PAY

(a) Shift Premiums

- (1) The Contractor may pay to nonexempt employees a shift premium of 7% of hourly rate when one-half or more of their shift falls between 6:00 p.m. and 12 midnight.
- (2) A shift premium of 10% of hourly rate maybe paid to employees who are scheduled to work a shift in which one-half or more of the regular hours of work fall between 12 midnight and 6:00a.m.
- (3) The Contractor may pay a shift premium of one hundred dollars (\$100) per month to staff persons regularly assigned to evening and night operations for the purpose of supervising off shift activities or providing technical management. Evening operations are defined as those where half or more of the scheduled shift hours fall between 6:00 p.m. and 6:00 a.m.

(b) Twelve Hour Shift Provisions

Employees assigned to a 12-hour shift schedule will be covered by regular Laboratory policy, with the following exceptions:

- (1) For work on any scheduled day in the workweek, ours worked after 8 will be paid at time and one-half (1-1/2). For work on any nonscheduled day in the workweek, an employee will receive one and one-half (1-1/2) times base rate.
- (2) No shift premium will be paid employees for all hours worked when assigned as a permanent member of a 12-hourshift.
- (3) Vacation and sick leave will be charged and paid for at the employee's straight time rate.

(c) Overtime

If a nonexempt employee at the direction of the Contractor performs emergency work or performs work on either of his/her scheduled days off and the overtime payment for such work amounts to less than four (4) hours pay at his/her regular base rate, the employee may be paid four (4) hours pay at this regular base rate (plus shift premium, if any) as full compensation for such work.

(d) Special Allowances

(1) Reporting Allowances.

A nonexempt employee who reports for scheduled work at the direction of the Contractor and who is prevented from working all or part of such scheduled work by conditions beyond his/her control, may be paid a reporting allowance up to the amount he/she would have received if such scheduled work had been performed.

(2) Uniform Allowance for Fire and Security Officers

The Contractor may pay a uniform allowance to the exempt fire and security officers. The allowance will be made in lieu of certain uniform items being furnished and maintained by the Contractor. Each individual will be responsible for fitting, obtaining, and maintenance of required uniform items on his/her own time.

(3) Medical evacuation services/insurance.

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall cover evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.

(4) Temporary Assignment Allowances (Domestic and/or Foreign) will require advanced approval by the Contracting Officer.

SECTION V - PAYMENTS ON TERMINATION OF EMPLOYMENT

(a) Sick leave. Accumulated sick leave is not payable upon termination and may not be used beyond a predetermined date of termination.

(b) Vacation. Accumulated vacation is payable at termination at the rate in effect as of the date of termination, including any shift differential.

SECTION VI - LABOR RELATIONS

(a) Collective Bargaining.

Costs of fringe benefits and wages paid to employees under collective bargaining agreements are allowable. All other reasonable costs and expenses, such as expenses relating to the grievance process, arbitration and arbitration awards, and other costs and expenses incurred pursuant to applicable collective bargaining agreements and revisions thereto, are also allowable.

(b) Collective Bargaining Agreements.

The Contractor shall provide copies of collective bargaining agreements to the Contracting Officer as they are ratified or modified.

(c) Bargaining Unit Activity.

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committee members for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable.

SECTION VII - SETTLEMENT COSTS

- (a) Settlement Costs - The Contractor is authorized to resolve settlements of claims up to \$25,000 without the advance approval of the Contracting Officer. Worker's Compensation settlement claims shall be handled in accordance with H. 24

SECTION VIII - PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE

Paid Leave.

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave includes vacation, holiday, sick, jury, bereavement, military, voting and personal leave according to Contracting Officer-approved Laboratory schedules. Only leave categories included in the Benefit Value Study shall be allowable.

(b) Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching And Research.

The Contractor shall be reimbursed for expenditures consistent with Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year.

(c) Military Leave.

Military leave and associated pay is authorized in accordance with Contracting Officer-approved policies, and/or State or Federal law.

(d) Security Leave.

Wages or salaries paid to employees when access authorization is suspended by DOE will be allowable costs under the following conditions:

If a position which does not require access authorization is not available, the Laboratory Director or designee may place the employee on leave with pay at his or her base compensation until final disposition of the case. Leave with pay requires the Contracting Officer's concurrence that no position is available to which the employee might reasonably be transferred.

(e) Temporary Domestic Assignment Allowances.

Temporary domestic assignment allowances shall be consistent with AL 2013-01 dated October 18, 2012 entitled "Contractor Domestic Extended Personnel Assignments," which may be revised from time to time, and Contractor policy consistent with the aforementioned AL.

SECTION IX - EMPLOYEE TRAINING, EDUCATION AND DEVELOPMENT

- (a) The Laboratory shall establish training, education and development programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence.

(1) Training.

The Laboratory may permit selected employees to attend training classes while receiving full pay in order to enable them to acquire the needed skills to qualify them for more responsible jobs and maintain competence in their fields

(2) Education

The Contractor may reimburse an employee for the cost of tuition, fees, text books, and like expenses upon successful completion of a formal course and/or a course leading to an earned academic degree which the Contractor approves as pertinent to the employee's Contractor career or to work of the Contractor or who with Contractor approval, successfully completes a vocational training course approved by the Contractor. The Contractor will not duplicate payments for educational expenses supported by sources outside the contract including but not limited to Veteran's benefits payable for education, scholarships, and tuition discounts. The Contractor may prepay allowable education expenses when deemed appropriate.

(3) Development.

- (a) The Contractor shall be reimbursed for the cost of development programs including but not limited to, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the

Laboratory.

- (b) The Contractor may pay appropriate fees to Contractor employees who conduct classes for contractor employees. Such fees will not exceed fifty dollars (\$50) per class hour of instruction. Payment is limited to courses provided under Contractor training programs and requiring outside preparation and not considered a normal part of the recipient's job assignment.

- (c) The Contractor may sponsor undergraduate and graduate fellowship programs for students representing underutilized groups in technical employment fields normally sought through the Contractor's recruiting program. Students in the program will be employed by the Contractor during the summer and will be on leave of absence during the school year. A fellowship will be paid for the leave of absence, which will supplement any university financial support, if any, up to a predetermined maximum amount.

SECTION X- EMPLOYEE PROGRAMS

(a) Employee Performance Recognition Award Programs.

The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

Three recognition options include but are not restricted to:

The Employee Performance Recognition Award (EPRA) Program, which is intended to acknowledge individuals or groups for significant contributions, e.g., advancements in science which are reviewed by subject Matter Experts selected by the Laboratory Director. EPRA increases which exceed the larger of \$10,000 or 15% of the awardee's base salary require the prior written approval of DOE.

The Rewards and Recognition Program, which is intended to provide immediate recognition for accomplishments above and beyond the individual's job expectations, e.g., assuming additional duties during staffing shortages, assisting with special projects etc. Typically these awards range between \$100 and \$1,000 per employee, depending on the nature of the contribution.

The Spot Award Program, which is intended to encourage and recognize exceptional contributions by individuals and teams with "on-the-spot" rewards at the time of achievement. No individual spot award value is greater than \$250.00.

An award pool of 0.165% of the October 1 base payroll is authorized for costs under this Program.

(b) Service Awards

Service awards not to exceed an average cost of one hundred and seventy dollars

(\$170) are authorized for employees who complete five, ten, fifteen, twenty, twenty five, thirty, thirty-five, forty, forty-five, and fifty years of service. Employees who retire prior to award ceremonies are eligible to receive the respective award.

(c) Patent and Copyright Awards

An employee may be awarded a payment in accordance with the following schedule of activities and participants in the project:

| Event | <u>NUMBER OF INVENTORS</u> | | | |
|---|----------------------------|-------|-------|-----------|
| | 1 | 2 | 3 | 4 or More |
| Record of Invention (hardware or software) | \$100 | \$ 75 | \$ 50 | \$ 25 |
| Award of Patent | \$500 | \$350 | \$250 | \$ 150 |
| Software Registration | \$250 | \$175 | \$125 | \$ 75 |

The Contractor may provide each inventor with a plaque signifying the issuance of a United States patent.

(d) Recreation and Morale Benefits

The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory.

(e) Health and Wellness.

- (1) Cost of Health Services. The Contractor shall be reimbursed for the costs of operating the Health Division for Laboratory employees and directly reimbursed for the cost of health services for DOE site employees, including but not limited to the following: Pre-employment physicals and other

medical examinations required to meet Laboratory employment requirements, operation of a health unit which provides medical care and monitoring of occupational injuries and to provide minor relief for minor physical complaints of employees while at the Laboratory and health examinations provided as a health service for employees.

- (2) Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable.

- (t) Employee Assistance Program

The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training; (2) submit for approval by the Contracting Officer any changes to the employee assistance program implementation plan; (3) prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers.

- (g) Other

- (1) The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, lodging, rentals, transportation and gratuities.

SECTION XI - COSTS OF RECRUITING PERSONNEL

- (a) The Contractor may incur costs for the recruitment of personnel, as follows :

- (1) Costs of advertising and agency and consultant fees.
- (2) Recruiting Expenses

- (A) The Laboratory may reimburse consistent with other provisions of this contract, employees traveling for recruiting purposes the actual cost incurred for the following expenses: transportation, lodging, and

meals for prospective employees and, when approved, for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.

- (B) New or prospective employees who have been offered and have accepted a position, and who are required to take a pre-placement physical examination, shall be reimbursed for costs of the physical examination.
 - (C) Costs associated with pre-employment screening shall be allowable.
- (3) Recruitment/Retention Tools.
- (A) The Contractor may pay a sign-on bonus to recruit employees with critical skills.
 - (B) An annual retention bonus is authorized to retain employees with critical skills or whose expertise is critical to the completion of a specific project.
 - (C) The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (i.e., vacation accruals, vesting, or severance - unless severance has been paid for prior service as indicated in Clause H.21), in accordance with the contractor's policies.

(b) Physics Program Appointments

The Contractor may offer temporary guest appointments to Physicists for work as required for the Contractor in the High Energy Physics Program. Appointees may be reimbursed as follows:

- (1) Appointee may elect home institution fringe benefit coverage.
- (2) Payment of costs for transportation of appointee and family in accordance with FAR 31.205-46 supplemented by DEAR 970.3102-05-46 and Clause H.4.1.(d).
- (3) If an appointee retains, with the approval of the Contractor, his/her established residence void of rental or other income, he/she may be reimbursed for the cost of equivalent and reasonable housing for himself/herself and family for the term of the appointment.
- (4) If an appointee rents or obtains other income from his/her established residence, he/she may be reimbursed for the cost of the difference in

equivalent and reasonable housing for himself/herself and family for the term of the appointment.

In the event the appointee becomes a regular employee, he/she will be entitled to reimbursement for relocation expenses in accordance with FAR 31.205-35, Relocation Costs.

SECTION XII - REDUCTIONS IN CONTRACTOR EMPLOYMENT

Reductions in employment will be conducted in accordance with the contractor's Contracting Officer approved policies and practices and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time.

(a) Workforce Restructuring Actions

- (1) The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

| RESTRUCTURING ACTION | #EMPLOYEES POTENTIALLY IMPACTED | ACTION REQUIRED |
|----------------------|---------------------------------|-----------------|
| Voluntary | 100 or more | CO Notification |
| Involuntary | 100 or more | CO Approval |

- (a) The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters:

- a. In accordance with approved laboratory/contractor policies;
- b. No enhanced benefits (severance or pension);
- c. No backfilling (internally or externally) or re-employment of employees for a one-year period after severance is paid. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the SSVSP. There is no backfilling where a separating employee is replaced by an internal candidate so long as:
 - i. The separating employee is leaving voluntarily;
 - ii. The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;
 - iii. The replacement results in a net reduction in headcount and costs of regular employees; and
 - iv. The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

- d. A business case is submitted 5 business days in advance of notification date that include maximum number of voluntary reductions, maximum dollars, positions/skills impacted; reasons reductions are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work, copy of self-select waivers, and communication plan; and
 - e. Voluntary reductions are offered to all eligible employees in an operational unit (i.e., organization, direct/indirect category, etc.)
- (b) Actions requiring approval will additionally require a workforce restructuring plan (Specific Plan) prepared in accordance with DOE policy.
 - (c) Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees
 - (d) The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
 - (e) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, as applicable, prior to notification of employees selected for involuntary separation.
 - (f) Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.
 - (g) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (2) Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved active reduction in force plan or action will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off. Severance pay not associated with workforce restructuring is unallowable.
- (A) IF DOE approval is not required, severance may be paid to an employee who volunteers for layoff or retirement if contractor management has approved the restructuring action and the termination results in the retention of an employee who otherwise would be laid off.
 - (B) Severance is not payable to an employee who volunteers for layoff or retirement if the termination is not associated with a restructuring action approved and initiated by contractor management.
- (3) Severance pay benefit. As documented in a Contracting Officer approved policy, the following costs are allowable:

NON-EXEMPT SEVERANCE SCHEDULE

| | |
|----------------------|----------|
| Less than 1 year | 2 weeks |
| 1 years to 5 years | 3 weeks |
| 5 years to 10 years | 5 weeks |
| 10 years to 15 years | 7 weeks |
| 15 years to 20 years | 9 weeks |
| 20 years to 25 years | 11 weeks |
| 25+ years | 13 weeks |

EXEMPT SEVERANCE SCHEDULE

| | |
|----------------------|----------|
| Less than 1 year | 1 month |
| 1 year to 5 years | 2 months |
| 5 years to 10 years | 3 months |
| 10 years to 15 years | 4 months |
| 15 years to 20 years | 5 months |
| 20 years to 30 years | 6 months |
| 30+ years | |

- (4) Pay in lieu of notice. Any employee who is involuntarily separated due to a workforce restructuring action may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation credit is also paid.
- (5) The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntarily separated due to a layoff.

(b) Displaced Worker Medical Benefit

Contractor employees who separate from employment voluntarily or involuntarily (other than for cause) and who were eligible for medical insurance coverage under the contractor's plan at the time of separation from employment are eligible for medical coverage under the DOE Displaced Workers' Medical Benefits Program, provided they are not eligible for coverage under another plan, e.g., another employer's group health plan, the contractor's Retiree Medical Plan, a spouse's medical plan, or Medicare, based on the following schedule:

- (1) First Year: The Contractor's contribution for an active employee
- (2) Second Year: One half of the Contractor's Cobra premium
- (3) Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

SECTION XIII - EMPLOYEE BENEFITS

(a) Travel Insurance

The Contractor provides travel accident insurance to all Laboratory employees and certain others, when they are traveling on Contractor business, at no cost to the traveler. All employees have coverage equal to five times the basic annual salary up to a maximum of \$300,000.

(b) Medical Evacuation Services/Insurance

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall cover evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.

(c) Dependent Care

The Laboratory is authorized to provide a dependent care benefit program as a fringe benefit, documented in a Contracting Officer approved policy.

If applicable, the Contractor shall subcontract the operation of the dependent care center, unless otherwise approved by the Contracting Officer. Support costs for labor, materials, and supplies expended for the operation of a dependent care facility are unallowable. The facility must be for the exclusive use of DOE and Laboratory employees. Expense items such as utilities, maintenance, food services, medical services, or supplies already used in support of site operations and readily available are allowable. The cost of meals shall not be allowable.

(d) Energy Employees Occupational Illness Compensation Program Act (EEOICPA)

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.

SECTION XIV - SPECIAL PROFESSIONAL SERVICES

- (a) The Contractor may pay fees or honoraria to persons, other than full-time employees of another DOE Contractor, who deliver lectures, conduct scientific or engineering courses or symposia, or perform similar professional services for the Contractor. The fee per day of services shall not exceed four hundred dollars (\$400) and shall be based upon the individual's professional standing, the value of his/her services, the degree of inconvenience to the individual, amount of time devoted to the service, and other relevant factors. In the case of persons from nearby institutions or organizations, the fee may include an amount in lieu of reasonable expenses. In other cases, travel expenses, in accordance with FAR 31.205-46 supplemented by DEAR 970-3102-05-46 and Clause H.4, may be reimbursed separately from the fee.
- (b) The Contractor may pay a fee of five hundred (\$500) per day to each member of the Fermilab Physics Advisory Committee for work done in connection with their committee assignment. The person serving as chairperson of the committee may be paid at a rate of seven hundred fifty (\$750) per day. Excepted from this provision are those committee members who are full time employees of another DOE Contractor. Travel expenses will be reimbursed in accordance with FAR 31.205-46 supplemented by DEAR 970-3102-05-46 and Clause H.4 in addition to the fee.